

COMMONWEALTH OF PENNSYLVANIA  
Pennsylvania Labor Relations Board

IN THE MATTER OF FACT-FINDING

BETWEEN

FORT LEBOEUF EDUCATION SUPPORT  
PROFESSIONALS ASSOCIATION, PSEA/NEA

AND

FORT LEBOEUF SCHOOL DISTRICT

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( FACT-FINDING REPORT  
( CASE NO. ACT 88-12-32-W  
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HEARING: SEPTEMBER 24, 2012  
FORT LEBOEUF SCHOOL DISTRICT  
ADMINISTRATIVE OFFICES

FACT-FINDER : MARC A. WINTERS

**FOR THE DISTRICT**

MARK T. WASSEL,  
ESQUIRE

**FOR THE ASSOCIATION**

JOHN REVELL,  
REGIONAL FIELD DIRECTOR

PRE-HEARING CONFERENCE:  
EXECUTIVE SESSION:

SEPTEMBER 17, 2012  
OCTOBER 1, 2012

FACT-FINDING REPORT ISSUED:

OCTOBER 9, 2012

**FACT-FINDER'S REPORT AND RECOMMENDATIONS**

**BACKGROUND & DISCUSSION**

Pursuant to Act 88 of 1992 and the Public Employee Relations Act, 195 of 1970, by letter dated August 28, 2012, the PLRB appointed the undersigned to act as a Fact-Finder and to issue a Report in the matter of the Fort LeBoeuf Education Support Professionals Association and the Fort LeBoeuf School District.

The parties to this Fact-Finding have had an ongoing bargaining relationship. The most recent collective bargaining agreement between the parties, a four (4) year agreement expired on June 30, 2012. The parties have met on numerous occasions, beginning January 4, 2012, to negotiate a successor agreement. Unable to reach an Agreement, impasse was declared and the parties proceeded to Fact-Finding based on a request by the Association dated August 16, 2012. The request was granted and Fact-Finding so ordered by the Pennsylvania Labor Relations Board on August 28, 2012.

This bargaining unit is comprised of approximately 93 members and this school district is located in Erie County, Pennsylvania.

A Fact-Finding Hearing was conducted on September 24, 2012, in the Fort LeBoeuf School District Administrative Offices, at which time both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses and introduce evidence in support of their respective positions.

This Fact-Finder would like to convey his appreciation not only for the courtesy and cooperation given to the Fact-Finder by both parties, but to each other as well.

The Hearing was conducted in accordance with the Pennsylvania Labor Relations Act.

To arrive at the following recommendations, this Fact-Finder relied on, among other things, the following criteria:

The testimony given, and the evidence presented at the Fact-Finding Hearing and further clarifications given to questions by this Fact-Finder during the Executive Session held October 1, 2012.

Past collectively bargained agreements.

Comparisons of the unresolved issues relative to the employees in this bargaining unit with those issues related to other school districts and other public and private employees doing comparable work, given consideration to factors peculiar to the area and classifications involved, also known as internal and external parity.

The interest and welfare of the taxpayers, and the ability of the School District to finance and administer the issues proposed.

In writing this report, this Fact-Finder considered comparable data and like issues from the following IU 5 School Districts in Erie, Warren and Crawford Counties; Conneaut SD, Corry SD, Crawford Central SD, Erie SD, Fairview SD, General McLane SD, Girard SD, Harbor Creek SD, Iroquois SD, Millcreek Township SD, North East SD, Northwestern SD, Penncrest SD, Union City SD, Warren County SD and Wattsburg SD.

Any and all items or proposals not previously agreed upon or specifically addressed within this Report are considered to be withdrawn. Any and all items or proposals agreed to and any tentative agreements made prior to the date of this Report that are not specifically addressed in this Report are recommended to be incorporated into the new Agreement. There have been nine (9) tentative agreements to be incorporated into the new Agreement.

Except as recommended and/or modified below or mentioned above, the provisions of the predecessor agreement are to be incorporated into the new Agreement without modification.

Where this Fact-Finder recommends changes, it may be sufficient to indicate the change only without quoting the exact language of the parties proposals.

## **ISSUES**

The Association and the School District have identified approximately nineteen (19) outstanding issues remaining in dispute at the time of the Fact-Finding Hearing.

For the Association the issues still open or outstanding, by Article and Appendix, are:

Article II - Term of Agreement

Article III & Appendix A - Wages and Salary Provisions  
Wages and Salaries

Article IV & Appendix B - Employee Benefits  
Health Insurance Opt Out  
Life Insurance

Dental Insurance/Orthodontics  
Vision Care  
Severance Pay  
Sick Day Conversion

Article V & Appendix C - Hours of Work and Other Conditions of Employment

Sick Leave  
Filling Job Vacancies  
Paid Holidays (Language)  
New - Personnel File  
New - Fair Share  
New - Uniforms

For the District the issues still open or outstanding, by Article and Appendix, were:

Article II - Term of Agreement

Article III & Appendix A - Wages and Salary Provisions

Wages and Salaries  
Job Descriptions/Classifications

Article IV & Appendix B - Employee Benefits

Health  
Life  
Dental  
Vision  
Guidelines  
Wellness Activities  
Severance Pay  
Sick Day Conversion  
Health Insurance Grid

Article V & Appendix C - Hours of Work and Other Conditions of Employment

Evaluations

**FACT-FINDER'S RECOMMENDATIONS**

The parties to this Fact-Finding Hearing, during the Executive Session, agreed and instructed this Fact-Finder to list only the Fact-Finder's recommendations for which the parties will be discussing and voting on and not to list items and discussions over issues not recommended.

This Fact-Finder can assure the Association and the District that each and every issue, supportive data and financials was read, and comparisons were considered with like issues in similarly situated school districts used for comparative purposes and considered in this Report.

This Fact-Finding, the Hearing process and this Fact-Finder's recommendations all come during very difficult times for School Districts and their employees. School Districts have been faced with extremely tough times. The economic climate in Pennsylvania, the Governor's budget cuts, efforts of trying to fund wage and salary increases, higher insurance premiums and the considerable jump in required pension contributions are having a genuine affect on all school districts and their employees. The concerns over wages, benefits, possible layoffs, demotions, contracting out and cutting programs are justifiable issues

School District's, their Boards and Teacher Unions/Associations have been and still are faced with.

Districts and their employees must share the burden, or the solution so student programs and teacher/support staff jobs are not compromised or lost.

The recommendations that follow are designed to help the School District and the Association further weather through this economic climate while still being as fair as possible to the needs of the support staff, as employees, of the District as well.

These Recommendations will be addressed within the Article and Appendix for which they belong. These Recommendation will take in account the District's and the Association's proposals and positions together.

## **Article II - Term of Agreement**

The term of this Collective Bargaining Agreement will be for four (4) years. Effective July 1, 2012 until June 30, 2016.

## **Article III & Appendix A - Wages and Salary Provisions**

Salaries and Wages. Each employee in this bargaining unit will receive the following wage increase:

Effective July 1, 2012, a 3.5% increase. (Retroactive)

Effective July 1, 2013, a 3.5% increase.

Effective July 1, 2014, a 3.5% increase.

Effective July 1, 2015, a 3.5% increase.

Job Description/Classification. The current Section IV will be replaced with the following.

### **IV. CLASSIFICATION OF EMPLOYEES / WORK DAY / WORK YEAR**

- A. Wherever the term is used in this Agreement, "**Class A**" shall mean those employees who are regularly scheduled for a minimum of eight (8) hours per day and a minimum of two hundred sixty (260) days per year; and those employees who are regularly scheduled a minimum of eight (8) hours per day and a minimum of two hundred forty-seven (247) days per year. The positions in this category are as follows:
- a. Maintenance
  - b. Groundskeeper
  - c. Head Custodian
  - d. Custodian
  - e. Secretary (8 hours school year / 6 hours summer)
- B. Wherever the term is used in this Agreement, "**Class B**" shall mean those employees regularly scheduled to work six (6) hours to a maximum of eight (8) hours per day, and a minimum of one hundred eighty (180) days and less than two hundred forty-seven (247) days per year. The positions in this category are as follows:
- a. Secretary (including - Guidance, Attendance, Suspension/Census)
  - b. Cafeteria
  - c. Library Aide
  - d. Teacher Aide

- e. Audio Visual Aide
- f. Special Education Aide
- g. Alternative Education Aide
- h. Office Aide
- i. Job Shadowing Aide
- j. Job Coach / Life Skills
- k. Nurse's Aides
- l. Head Cook
- m. Assistant Cook

C. Wherever the term is used in this Agreement, "**Class C**" shall mean all employees scheduled for a minimum of two (2) hours but less than six (6) hours per day, and a minimum of one hundred eighty (180) days and less than two hundred forty-seven (247) days per year. The positions in this category are as follows:

- a. Secretary - Substitute Coordinator
- b. Lunchroom Supervisor
- c. Baker
- d. Baker / Cook Worker
- e. Cook Worker
- f. Cook Worker / Dishwasher

D. The listing of positions in the various classes does not restrict the District's rights contained elsewhere in the Agreement to change the number of hours and work days of employees.

**Item No. 3, Article IV & Appendix B - Employee Benefits**

The changes in health, life, dental and vision care will be as follows:

B. Insurance will be made available to employees based on the following guidelines:

Effective July 1, 2012 through June 30, 2013, status quo.

Effective July 1, 2013 through June 30, 2016, all Class A employees.

Individual coverage provided by FLB less premium assistance. Dependent coverage shall be available only to those employees who have purchased dependent coverage for at least one year.

Effective July 1, 2013 through June 30, 2015, all Class B employees.

Individual coverage provided by FLB less premium assistance. Dependent coverage shall be available only to those employees who have purchased dependent coverage for at least one year.

Effective July 1, 2015 through June 30, 2016, all Class B employees.

Individual coverage provided by FLB.

Effective July 1, 2013 through June 30, 2016, all Class C employees.

No coverage provided by FLB. Option to purchase current level of coverage at COBRA rates.

C-1 Effective July 1, 2014, the monthly premium assistance will be increased by \$5.00 for each category;

Individual from \$10.00 to \$15.00.

- Parent and Child from \$15.00 to \$20.00.
- Parent and Children from \$18.00 to \$23.00.
- Husband and Wife from \$20.00 to \$25.00.
- Husband and Wife Employees from \$10.00 to \$15.00.
- Family from \$25.00 to \$30.00.
- Husband and Wife Employees and Family from \$15.00 to \$20.00.

Effective July 1, 2013, the Wellness Program will begin as follows:

In order to qualify for the premium assistance outlined above, employees must participate in the following wellness activities.

1. Complete the yearly Highmark Health Risk Assessment Survey.
2. Complete a yearly physical. (Paid for by the District)

Employees who enroll in the District's health insurance plan may choose not to participate in the wellness activities outlined above. In such cases, the employees will pay 20% of the prevailing monthly premium cost through equal payroll deductions.

Effective July 1, 2013, the following changes will be made to the health insurance grid.

1. In-Network Deductible will be increased by \$50 to 250/500
  2. Emergency Room Deductible will be increased by \$25 to \$75.00
- C-2 Effective July 1, 2013, the life insurance policy will be increased to \$25,000 for all employees who earn more than \$1500 per year.

C-3 Effective July 1, 2013, this bargaining unit's orthodontics coverage will be the same as contained in the Education Association's Collective Bargaining Agreement.

However, the provisions of Section E, Determining Insurance Carriers, will apply here as well.

C-4 Effective July 1, 2013, this bargaining unit's vision care coverage will be the same as contained in the Education Association's Collective Bargaining Agreement.

F Effective July 1, 2014, Severance Pay will be increased from a maximum of \$1500 to a maximum of \$3000. The eligibility will remain at 10 years, however this benefit will apply to Class A and Class B employees only.

#### **Item No. 4, Article V & Appendix C - Hours of Work and Other Conditions of Employment**

W- 4 New Language as follows:

If a holiday falls on a Saturday, the Friday before will be the paid holiday. If a holiday falls on a Sunday, the paid holiday is a Monday.

Dated: October 9, 2012

Fact-Finder:



Marc A. Winters